

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PRIORITY POST COMPANY, INC.,

Plaintiff,

-against-

MATRIX PARTNERS INTERNATIONAL LLC, :

Defendant.  
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:  
10 Civ. 7413 (VM)(AJP)  
:

: AMENDED COMPLAINT  
:

Plaintiff Priority Post Company, Inc., by its attorney, Jack Hassid, Esq., hereby amends its complaint, to delete the reference to Defendant Matrix Partners International Capital LLC:

**PARTIES**

1. Plaintiff Priority Post Company, Inc. (“Priority Post”) is a corporation organized and existing by virtue of the laws of the State of Pennsylvania with its principal place of business located at 95 Aberdeen Road, Emingsville, PA 17318.

2. Upon information and belief, Defendant Matrix Partners International LLC (“Matrix”) is a New York limited liability company with its principal place of business located at 2 South End Avenue, New York, N.Y. 10280.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) as this is an action between citizens of different states and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a) in that a substantial part of the events giving rise to the claims occurred in this district.

**COUNT I**  
**(Breach of Contract)**

5. Priority Post is engaged in the business of providing international mail and distribution services to various businesses such as publishers, catalogue distributors, financial institutions and the travel industry. Priority Post maintains relationships with numerous foreign postal authorities that enables it to have foreign-bound mail from the United States processed and delivered to their addressees on an expedited basis.

6. Commencing in or about January, 2007, Matrix retained Priority Post to provide international mail services for it.

7. Between January, 2007 and August, 2010, Priority Post provided Matrix, at its instance and request, with international mail services with a reasonable and agreed upon value of \$172,708.14.

8. Matrix has failed and refused to pay Priority Post for the services rendered despite due demand therefor.

9. As a consequence of the foregoing, Priority Post has been damaged in the amount of \$172,708.14.

WHEREFORE, Priority Post demands judgment as follows:

A. On Count I, against Matrix in the amount of \$172,708.14, with interest from January 30, 2007.

B The costs and disbursements of this action.

C. Such other and further relief as to the Court may seem just and proper.

Dated: New York, N.Y.  
January 11, 2011

LAW OFFICE OF JACK HASSID, ESQ.

By: /s/ Jack Hassid

Jack Hassid, Esq. (JH 8073)  
Attorney for Plaintiff  
460 Park Avenue, 10<sup>th</sup> Fl.  
New York, N.Y. 10022  
(212) 421-4932